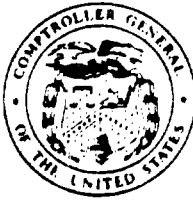


# DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

FILE: B-183563

DATE: JUL 14 1976

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MATTER OF: H. M. Christopherson - travel expenses -  
transportation for house hunting

DIGEST: Employee may not be reimbursed for travel expenses incurred in connection with a house hunting trip incident to a transfer of permanent duty station where employee subsequently declines to transfer for personal reasons; nor may she be reimbursed for the expenses of the trip on the grounds that she actually conducted business while on the trip since no written authorization for such trip has been submitted.

This action concerns a request by an authorized certifying officer of the Energy Research and Development Administration for an advance decision whether a claim by H. M. Christopherson for travel expenses may be paid.

The record reveals that on August 9, 1974, an authorization was issued and approved for a change of the permanent station of Mrs. H. M. Christopherson from Oakland, California, to Germantown, Maryland. Mrs. Christopherson, after executing a service agreement, was authorized a house hunting trip for herself and her spouse for the period August 12-16, 1974. Mrs. Christopherson and her husband commenced the house hunting trip on August 11, 1974, traveling by air from San Francisco to Washington. On August 12, 1974, Mrs. Christopherson advised the Personnel Office that she had decided not to effect the transfer since her husband was unwilling to make the move. At that time, the Personnel Office requested Mrs. Christopherson to remain at Germantown in a temporary duty status until August 16, 1974. Mrs. Christopherson did remain and perform official business through August 16, 1974. Mr. and Mrs. Christopherson then returned to San Francisco on August 17, 1974.

Section 5724a(a)(2) of title 5 of the United States Code authorizes an employee reimbursement of transportation expenses to seek permanent quarters at the new official station when both the old and new stations are located within the continental United States. The implementing Federal Travel Regulations (FTR), paragraph 2-4.3a, provides that:

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"After employee's agreement to transfer, A trip for finding residence quarters shall not be permitted at Government expense until after an employee has agreed to the transfer and the date of the transfer has been established, and shall not be authorized under circumstances where a purpose of the trip is to permit the employee to decide whether he will accept the transfer. If an employee accepts a transfer and, after making a trip to the new station for the purpose of finding permanent quarters or after the spouse has made such a trip, declines the transfer, he is subject to the provisions of 2-1.5a(1) concerning recovery of amounts reimbursed for travel."

Paragraph 2-1.5a(1)(a) of the FTR provides; in pertinent part that:

"\* \* \* In connection with the transfer of employees between official stations within the conterminous United States, expenses for travel, transportation, moving and/or storage of household goods, and allowances as provided in these regulations shall not be allowed unless and until the employee selected for such transfer agrees in writing to remain in the service of the Government for 12 months following the effective date of transfer, unless separated for reasons beyond his control and unless acceptable to the agency concerned. In case of a violation of such an agreement, including failure to effect the transfer, any funds expended by the United States for such travel, transportation and allowances shall be recoverable from the individual concerned \* \* \*."

The requirement in the first sentence of FTR 2-1.5a(1)(a) that the employee execute a service agreement is a condition precedent to the payment of relocation expenses. 54 Comp. Gen. 71, 73 (1974). The record in the present case indicates that on

August 2, 1974, the employee signed a service agreement, thus complying with this condition.

The second sentence of FTR 2-1.5a(1)(a) specifies that failure by an employee to effect the transfer may constitute a violation of the service agreement. The record in the present case indicates that the employee, subsequent to the execution of the service agreement, for personal reasons declined to effect the transfer. Sections 2-4.3a and 2-1.5a(1)(a) of the FTR require that the employee complete his transfer to receive travel and transportation benefits. Cf. B-183801, March 24, 1976. In the present case, there is no indication in the record that the reason for the employee not effecting the transfer was not completely within the employee's control or that her travel order was cancelled for official reasons. The record indicates that the reason the employee did not transfer was personal, namely, that her husband was unwilling to make the move. Accordingly, reimbursement for house moving expenses pursuant to 5 U.S.C. 5724a and the implementing regulation, may not be allowed.

We have also been requested to determine whether the expenses incurred by Mrs. Christopherson could be reimbursable on the grounds that after her arrival in Germantown, she was instructed to and did perform official business functions. Paragraph 1-1.4 of the FTR provides as follows:

"1-1.4. Authority for travel. Except as otherwise provided by law, all travel shall be either authorized or approved by the head of the agency or by an official to whom such authority has been delegated. Ordinarily, an authorization shall be issued prior to the incurrence of the expenses. The authorization shall be as specific as possible in the circumstances as to the travel to be performed."

The above provision and its predecessor in the Standardized Travel Regulations have been construed by this Office as requiring a written authorization or approval. B-181431, February 27, 1975.

There is no evidence that Mrs. Christopherson received written authorization to travel for the purpose of performing official business at Germantown. Rather the travel authorization signed August 9, 1974, specified that the purpose of the trip

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was for house hunting. The decision to have Mrs. Christopherson perform official duties at Germantown was apparently not made until after Mrs. Christopherson had arrived in Germantown on a house hunting trip, the expenses of which were not allowable for the reasons mentioned above. Although Mrs. Christopherson may have performed official business while in Germantown, she is not entitled to the expenses of her travel to Germantown since there is no indication in the record that she received written authorization to travel for the purpose of performing temporary duty.

Similarly, the expenses of Mrs. Christopherson's return to Oakland, California, are not allowable. An employee, unless away from her official duty station on authorized official business, may not be allowed expenses for the cost of returning to her official duty station. See B-132499, January 19, 1973, and cases cited therein.

Accordingly, since the expenses of Mrs. Christopherson's round trip travel between Oakland and Germantown are not allowable either as a house hunting trip or as an official business trip, she is liable for the amounts already paid by the Government, for such travel and she may not be reimbursed for the amounts claimed in the present voucher for travel to and from the airport or for per diem for her husband.

However, the submission shows that Mrs. Christopherson was orally authorized to remain in Germantown on official business, prior to her incurrence of subsistence expenses, and that she did perform official business there through August 16, 1974. Therefore, if a written authorization for temporary duty with applicable per diem is issued by the agency, she may be reimbursed for the per diem claimed in the present voucher for the period she was in temporary duty status in Germantown.

[Signature] Comptroller General  
of the United States